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August 5, 2002

BY E-FILING AND BY HAND

Mary L. Cottrell, Secretary
Department of Telecommunications & Energy
One South Station
2nd Floor
Boston, MA 02110

Re: D.T.E. 97-116 Complaint of WorldCom Technologies, Inc.;
D.T.E. 99-39 Complaint of Global NAPs, Inc.

Dear Secretary Cottrell:

We respectfully file herewith on behalf of XO Massachusetts, Inc. ("XO") this letter as XO's Reply Comments addressing the Comments of AT&T regarding Verizon's Motion to Re-Open the referenced proceedings.

As stated in its Comments filed August 1, 2002, XO believes that it is not proper or efficient for the Department to re-open these proceedings before the Federal District Court itself has issued a decision. That decision should be issued without significant delay and will provide the Department and the parties a greater certainty of what next steps are to be taken in seeking to resolve this matter. By waiting for that decision, the Department will save the resources of all from possibly addressing issues different from what the Federal District Court would ultimately have the Department address on remand¹ and it will avoid the jurisdictional issues that arise from an agency taking action while an appeal is pending. See XO August 1, 2002 Comments *passim*.

¹ In any event, contrary to the arguments of Verizon, XO urges that re-opening the proceeding now will not avoid the need for further action by the Federal District Court. Even should the Department conduct a sufficiently full process on re-opening to determine the contract meaning intended by the parties to the relevant Interconnection



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Nonetheless, XO does agree with many of the points made in the AT&T August 1, 2002 Comments². Particularly, XO believes that whenever the Department considers the issues in these proceedings again, it must do so on a comprehensive basis, considering factual evidence relevant to determination of the meaning of the ICA such industry practice. As the Department has recognized the implications of rulings in these proceedings for CLECs other than WorldCom and GlobalNAPS, any further review and consideration of contract meaning should encompass the ICAs for such other interested CLECs. *See* AT&T Comments Section II. Finally, the Department's review at that time should be primarily, if not exclusively, a matter of fact finding and contract interpretation relative to the ICAs, rather than revisiting of policy on the issue of reciprocal compensation. *See* AT&T Comments Section I.C.

Should there be any question on this filing, please call the undersigned.

Very truly yours,

Eric J. Krathwohl

cc: Paula Foley, Esq., Hearing Officer (by hand)
Michael Isenberg, Director – Telecom (by hand)
Service List (by electronic delivery)

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Agreements ("ICA"), considering relevant evidence such as industry practice, the Federal District Court will ultimately become involved.

² These Reply Comments focus on the AT&T Comments, but XO does wish to note its general support for and agreement with the arguments set forth by the other CLEC parties.

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